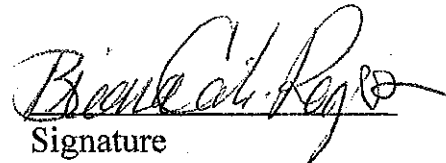




This will verify that, to the best of the undersigned's knowledge, the attached is a complete and accurate representation of insurance policy number 18 PH 168114, effective 8/18/2012 to 8/18/2013, as appeared on 4/6/2013 and issued by Hartford Fire Insurance Company to Roberta Dimas. The documents and/or information produced herewith are kept and maintained in the ordinary course of business of Hartford Fire Insurance Company.



Signature

STATE OF CONNECTICUT

COUNTY OF HARTFORD

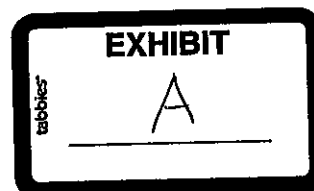
Before me personally appeared, Brianna Calvi-Rogers, to me well known and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that, Brianna Calvi-Rogers, executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 21st day of May 2013.


Notary Public
State of Connecticut

My Commission expires

10/31/17



The Hartford
Northeast Auto Claims
P.O. Box 14268
Lexington, KY 40512-4268
TF (800) 280 0555
F (866) 809 9794

This DECLARATIONS Page, With Policy Jacket Form 8530 And Forms
And Endorsements Listed Below COMPLETES your PERSONAL AUTO POLICY



INSURER: HARTFORD FIRE INSURANCE COMPANY
ONE HARTFORD PLAZA, HARTFORD, CT

06155

14 DECLARATIONS

POLICY NO. 18 PH 168114

81

16

Named Insured and
Mailing Address

DIMAS, ROBERTA
2420 CALLE BONITA
LAS VEGAS, NM 87701

PH

Policy Period 12:01 A.M. Standard Time

at the Address of the Named Insured FROM 08-18-12 TO 08-18-13 TERM: 1 YEAR

Producer Name:

Code: 010001

CUSTOMER SERVICE: 1-877-896-9320

CLAIM SERVICE: 1-866-574-4833

TOTAL POLICY PREMIUM: \$ 2304.00

Auto No.	Description of Autos or Trailers	Vehicle ID Number	Class	Terr.
1	01 INFIN I30	JNKCA31A71T031537	800000	087
2	05 CAD C/T CTS HI FEATU	1G6DP567550106131	810000	087

COVERAGE IS PROVIDED ONLY WHERE A PREMIUM IS SHOWN FOR THE AUTO AND COVERAGE.

COVERAGES AND LIMITS OF LIABILITY

PREMIUMS BY AUTO

A. LIABILITY

BODILY INJURY	EACH PERSON	\$ 50,000		
	EACH ACCIDENT	\$ 100,000	\$ 165.00	219.00
PROPERTY DAMAGE	EACH ACCIDENT	\$ 50,000	\$ 63.00	99.00

B. MEDICAL PAYMENTS	EACH PERSON	\$ 25,000	\$ 98.00	153.00
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C. UNINSURED MOTORISTS

BODILY INJURY	EACH PERSON	\$ 50,000		
	EACH ACCIDENT	\$ 100,000	\$ 65.00	178.00
PROPERTY DAMAGE	EACH ACCIDENT	\$ 50,000	\$ 7.00	20.00

D. DAMAGE TO YOUR AUTO AUTO AUTO

ACV = ACTUAL CASH VALUE

OTHER THAN COLLISION	1	2		
ACV LESS DEDUCTIBLE \$ 500	500		\$ 109.00	250.00
COLLISION				
ACV LESS DEDUCTIBLE \$ 500	500		\$ 314.00	564.00

TOTAL PREMIUM EACH AUTO \$ 821.00 1483.00

COUNTERSIGNED BY

Frederic R. Gas

AUTHORIZED AGENT

---CONTINUED ON PAGE 2---

000000

DECLARATIONS (CONTINUED)
 NAMED INSURED: DIMAS, ROBERTA

POLICY NO. 18 PH 168114

TOTAL POLICY PREMIUM \$ 2,304.00

EFT EQUAL

LOSS PAYEE/ADDITIONAL INSURED
 AUTO STATE EMPLOYEES C
 P1 1201 MILLS AVE
 LAS VEGAS NM 87701

AUTO WELLS FARGO AUTO
 P2 464 CALIFORNIA ST
 SAN FRANCISCO CA 94104

FORMS AND ENDORSEMENTS NOW MADE PART OF THIS POLICY:

A-6106-0 AMENDMENT OF POLICY PROVISIONS - NEW MEXICO
 A-6119-0 UNINSURED MOTORISTS COVERAGE - NEW MEXICO
 A-6086-0 NO-DROP PROMISE AGREEMENT
 A-5894-0 REPLACEMENT COST COVERAGE FOR NEW CARS
 A-5719-0 COVERAGE FOR DAMAGE TO YOUR AUTO EXCLUSION ENDORSEMENT
 A-6046-0 RECOVERCARE ESSENTIAL SERVICES COVERAGE
 A-6075-0 ENHANCED COV PERM INSTALL AUDIO VISUAL DATA REC TRANS EQUIP
 A-5579-2 LIMITED MEXICO COVERAGE

THE AUTOS DESCRIBED IN THIS POLICY ARE PRINCIPALLY GARAGED AT THE ADDRESS SHOWN ON PAGE 1.

* PLEASE NOTE *

THE FOLLOWING ITEMS ARE ENCLOSED FOR YOUR REVIEW:

PLA-165-6 NOTICE REGARDING USE OF CONSUMER REPORTS
 102817 1-800 RESCUE
 CAF-3014-0 RECOVERCARE ESSENTIAL SERVICES NOTICE

Because a vehicle is equipped with an air bag safety feature your policy premium has been reduced.

Because a vehicle is protected by an anti-theft device, we were able to give you an additional credit.

Call us toll-free at 1-877-896-9320 if you have any questions or changes to your policy.

Your premium includes a reduction for initiating your quote on line.

If you're ever in an accident ... report it right away! Put the resources, reputation and resolve of The Hartford to work for you immediately!
 Call 1-866-574-4833.

DRIVER INFORMATION

NO. NAME	DOB	MS	SEX	OCC	LIC #	DT LIC
1 DIMAS, ROBERTA	082372	D	F	EMPLOYED	039038005	NM 082388



AMENDMENT OF POLICY PROVISIONS - NEW MEXICO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

I. PART F - GENERAL PROVISIONS

The Termination Provision is amended as follows:

TERMINATION

A. Cancellation is replaced by the following:

A. Cancellation

This policy may be cancelled during the policy period as follows:

1. The named insured shown in the Declarations may cancel by:
 - a. Returning this policy to us; or
 - b. Giving us advance notice of the date cancellation is to take effect.
2. We may cancel by mailing to the named insured shown in the Declarations at the last address shown in this policy:
 - a. At least 10 days notice;
 - (1) If cancellation is for nonpayment of premium; or
 - (2) If notice is mailed during the first 60 days this policy is in effect and this is not a renewal or continuation policy, or
 - b. At least 20 days notice in all other cases.
3. After this policy is in effect for 60 days, or if this is a renewal or continuation policy, we will cancel only:
 - a. For nonpayment of premium; or
 - b. If your driver's license or that of:
 - (1) Any driver who lives with you; or
 - (2) Any driver who customarily uses **your covered auto**; has been suspended or revoked. This must have occurred:
 - (1) During the policy period; or
 - (2) Since the last anniversary of the original effective date if the policy period is other than 1 year; or
 - c. If the policy was obtained through material misrepresentation.

Nothing in this endorsement shall be held to vary, waive, alter or extend any of the terms, conditions, agreements, or declarations of the policy, other than as stated herein.



UNINSURED MOTORISTS COVERAGE - NEW MEXICO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

I. Part C - Uninsured Motorists Coverage

Part C is replaced by the following:

INSURING AGREEMENT

A. We will pay damages which an **insured** is legally entitled to recover from the owner or operator of an:

1. **Uninsured motor vehicle** or **underinsured motor vehicle** because of **bodily injury**:

- a. Sustained by an **insured**; and
- b. Caused by an accident; and

2. **Uninsured motor vehicle** because of **property damage** caused by an accident.

The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the **uninsured motor vehicle** or **underinsured motor vehicle**. With respect to damages an **insured** is legally entitled to recover from the owner or operator of an **underinsured motor vehicle**, we will pay under this coverage only if 1. or 2. below applies:

1. The limits of liability under any bodily injury liability bonds or policies applicable to the **underinsured motor vehicle** have been exhausted by payment of judgments or settlements; or
2. A tentative settlement has been made between an **insured** and the insurer of the **underinsured motor vehicle** and we:
 - a. Have been given prompt written notice of such tentative settlement; and
 - b. Advance payment to the **insured** in an amount equal to the tentative settlement within 30 days after receipt of notification.

Any judgment for damages arising out of a suit brought without our written consent is not binding on us.

B. **Insured** as used in this endorsement means:

1. You or any **family member**.
2. Any other person **occupying your covered auto**.
3. Any person for damages that person is entitled to recover because of **bodily injury** to which this coverage applies sustained by a person described in 1. or 2. above.

C. **Property damage** as used in this endorsement means injury to or destruction of the property of an **insured**.

D. **Underinsured motor vehicle** means a land motor vehicle or trailer of any type for which the sum of the limits of liability under all bodily injury liability bonds or policies applicable at the time of the accident is less than the sum of the limits of liability applicable to the **insured** for Uninsured Motorists Coverage under this policy and any other policy.

However, **underinsured motor vehicle** does not include any vehicle or equipment:

1. Owned by or furnished or available for the regular use of you or any **family member**. However, this Exception (1.) does not apply for damages sustained by you or any **family member** if the sum of the limits of liability under all bodily injury liability bonds or policies applicable at the time of the accident is less than the sum of the limits of liability for Uninsured Motorists Coverage under this policy and any other policy.

2. To which a bodily injury liability bond or policy applies at the time of the accident but the bonding or insuring company:
 - a. Denies coverage; or
 - b. Is or becomes insolvent.
 3. Owned or operated by a self-insurer under any applicable motor vehicle law.
- E. Uninsured motor vehicle** means a land motor vehicle or trailer of any type:
1. To which no liability bond or policy applies at the time of the accident.
 2. Which is a hit-and-run vehicle whose operator or owner cannot be identified and which hits or which causes an accident resulting in **bodily injury** or **property damage** without hitting:
 - a. You or any **family member** ;
 - b. A vehicle which you or any **family member** are **occupying** ; or
 - c. **Your covered auto**.
 3. To which a liability bond or policy applies at the time of the accident but the bonding or insuring company:
 - a. Denies coverage; or
 - b. Is or becomes insolvent.

However, **uninsured motor vehicle** does not include any vehicle or equipment:

1. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer which is or becomes insolvent; or
2. Owned by or furnished or available for the regular use of you or any **family member**. However, this Exception (2.) does not apply for damages sustained by you or any **family member** if liability coverage is excluded for such damages under this policy or any other policy.

In addition, neither **uninsured motor vehicle** nor **underinsured motor vehicle** includes any vehicle or equipment:

1. Operated on rails or crawler treads.
2. Designed mainly for use off public roads while not on public roads.
3. While located for use as a residence or premises.

EXCLUSIONS

- A.** We do not provide Uninsured Motorists Coverage for **property damage** or **bodily injury** sustained by any **insured**:
 1. If that **insured** or the legal representative settles the **bodily injury** or **property damage** claim without our consent.
 2. When **your covered auto** is being used to carry persons or property for a fee. This Exclusion (A.2.) does not apply to a share-the-expense car pool.
 3. Using a vehicle without a reasonable belief that that **insured** is entitled to do so. This Exclusion (A.3.) does not apply to a **family member** using **your covered auto** which is owned by you.
 4. For the first \$250 of the amount of **property damage** to the property of each **insured** as the result of any one accident.
- B.** This coverage shall not apply directly or indirectly to benefit:
 1. Any insurer or self-insurer under any of the following or similar law:
 - a. Workers' compensation law; or
 - b. Disability benefits law.
 2. Any insurer of property.

LIMIT OF LIABILITY

A. If bodily injury or property damage is sustained in an accident by you or any family member :

1. Our maximum limit of liability for all damages, including damages for care, loss of services or death, arising out of **bodily injury** sustained by any one person in any such accident is the sum of the limits of liability shown in the Declarations for each person for Bodily Injury Uninsured Motorists Coverage;
2. Subject to the maximum limit for each person described in 1.above, our maximum limit of liability for all damages arising out of **bodily injury** resulting from any one accident is the sum of the limits of liability shown in the Declarations for each accident for Bodily Injury Uninsured Motorists Coverage.
3. Our maximum limit of liability for all **property damage** resulting from any such accident is the sum of the limits of liability shown in the Declarations for each accident for Property Damage Uninsured Motorists Coverage.
4. Subject to the maximum limits of liability set forth in 1.,2. or 3. above:
 - a. The most we will pay for **bodily injury or property damage** sustained in such accident by an **insured** other than you or any **family member** is that **insured's** pro rata share of the each person or each accident limit of liability shown in the Declarations applicable to the vehicle that **insured** was **occupying** at the time of the accident; and
 - b. You or any **family member** who sustains **bodily injury or property damage** in such accident will also be entitled to a pro rata share of the each person or each accident limit described in Paragraph 4.a. above.

A person's pro rata share shall be the proportion that that person's damages bears to the total damages sustained by all **insureds**.

The maximum limit of liability is the most we will pay regardless of the number of:

1. **Insureds**;
2. Claims made;
3. Vehicles or premiums shown in the Declarations; or
4. Vehicles involved in the accident.

B. If bodily injury or property damage is sustained by an insured other than you or any family member in an accident in which neither you nor any family member sustained bodily injury or property damage :

1. Our maximum limit of liability for all damages, including damages for care, loss of services or death, arising out of **bodily injury** sustained by any one person in such accident will be the each person limit of liability shown in the Declarations for Bodily Injury Uninsured Motorists Coverage applicable to the **your covered auto** that **insured** was **occupying** at the time of that accident.
2. Subject to this limit for each person, our maximum limit of liability for all damages arising out of **bodily injury** sustained in such accident is the each accident limit of liability shown in the Declarations for Bodily Injury Uninsured Motorists Coverage applicable to the **your covered auto** that **insured** was **occupying** at the time of the accident.
3. Our maximum limit of liability for all **property damage** resulting from such accident is the each accident limit of liability shown in the Declarations for Property Damage Uninsured Motorists Coverage applicable to the **your covered auto** that **insured** was **occupying** at the time of the accident.

The maximum limit of liability is the most we will pay regardless of the number of:

1. **Insureds**;
2. Claims made;
3. Vehicles or premiums shown in the Declarations; or
4. Vehicles involved in the accident.

- C. With respect to damages caused by an accident with an **underinsured motor vehicle**, the limit of liability shall be reduced by all sums paid because of **bodily injury** by or on behalf of persons or organizations who may be legally responsible. This includes all sums paid under Part A of the policy.
- D. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and Part A or Part B of this policy.
- E. We will not make a duplicate payment under this coverage for any element of loss for which payment has been made by or on behalf of persons or organizations who may be legally responsible.
- F. No payment will be made for loss paid or payable to the **insured** under Part D of the policy.

OTHER INSURANCE

If there is other applicable insurance similar to the insurance provided by this Part C, we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits. However, any insurance we provide with respect to a vehicle you do not own shall be excess over any other collectible insurance similar to the insurance provided by this Part C.

With respect to **property damage**, this insurance shall apply only after the limits of any other collectible insurance applicable to the damaged property have been exhausted.

ARBITRATION

- A. If we and an **insured** do not agree:
 - 1. Whether that **insured** is legally entitled to recover damages; or
 - 2. As to the amount of damages which are recoverable by that **insured**;from the owner or operator of an **uninsured motor vehicle** or **underinsured motor vehicle**, then the matter may be arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated.
- Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction.
- B. Each party will:
 - 1. Pay the expenses it incurs; and
 - 2. Bear the expenses of the third arbitrator equally;unless the arbitration costs are awarded to the prevailing party by the arbitrators.
 - C. Unless both parties agree otherwise, arbitration will take place in the county in which the **insured** lives. Local rules of law as to procedure and evidence will apply. A decision agreed to by at least two of the arbitrators will be binding as to:
 - 1. Whether the **insured** is legally entitled to recover damages; and
 - 2. The amount of damages.

ADDITIONAL DUTY

A person seeking Uninsured Motorists Coverage under the definition of **underinsured motor vehicle** must also promptly notify us in writing of a tentative settlement between the **insured** and the insurer of the **underinsured motor vehicle** and allow us 30 days to advance payment to that **insured** in an amount equal to the tentative settlement to preserve our rights against the insurer, owner or operator of such **underinsured motor vehicle**.

II. **Part F - General Provisions**

Part F is amended as follows:

A. **Our Right To Recover Payment** Provision is replaced with the following:

OUR RIGHT TO RECOVER PAYMENT

A. If we make a payment under this policy and the person to or for whom payment was made has a right to recover damages from another we shall be subrogated to that right. The person shall do:

1. Whatever is necessary to enable us to exercise our rights; and
2. Nothing after loss to prejudice them.

However, our rights in this Paragraph (A.) do not apply under Part D, against any person using your **covered auto** with a reasonable belief that that person is entitled to do so.

B. If we make a payment under this policy and the person to or for whom payment is made recovers damages from another, that person shall

1. Hold in trust for us the proceeds of the recovery; and
2. Reimburse us to the extent of our payment.

C. Our rights do not apply under Paragraph A. with respect to coverage under the definition of

underinsured motor vehicle for Uninsured Motorists Coverage if we:

1. Have been given prompt written notice of a tentative settlement between an **insured** and the insurer of an **underinsured motor vehicle**; and
2. Fail to advance payment to the **insured** in an amount equal to the tentative settlement within 30 days after receipt of notification.

If we advance payment to the **insured** in an amount equal to the tentative settlement within 30 days after receipt of notification:

1. That payment will be separate from any amount the **insured** is entitled to recover under the Provisions of Uninsured Motorists Coverage; and
2. We also have a right to recover the advanced payment.

B. **Two Or More Auto Policies** Provision is replaced with the following:

TWO OR MORE AUTO POLICIES

If this policy and any other auto insurance policy issued to you by us apply to the same accident, the maximum limit of our liability under all the policies shall not exceed the highest applicable limit of liability under any one policy.

1. This provision does not apply to Uninsured Motorists Coverage.
2. No one will be entitled to receive duplicate payments for the same elements of loss under Uninsured Motorists Coverage.

Nothing in this endorsement shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than herein stated.

Replacement Cost Coverage For New Cars



This endorsement applies only if the Declarations indicate that Other Than Collision Coverage or Other Than Collision Coverage and Collision Coverage is provided for the **covered auto**.

The provisions and exclusions that apply to Part D also apply to this endorsement except as modified herein.

LIMIT OF LIABILITY

If, within fifteen (15) months of date of purchase of a new **covered auto**, or 15,000 miles, whichever occurs first, the auto suffers a total loss under either Other Than Collision Coverage or Collision Coverage, the Limit of Liability section of Coverage D is deleted and replaced by the following:

LIMIT OF LIABILITY

Our limit of liability for loss will be the lesser of the:

1. Replacement cost of your stolen or damaged **covered auto**; or
2. Amount necessary to replace the **covered auto**.

We reserve the right to replace the **covered auto** or to pay the loss in money.

APPRAISAL

The term "actual cash value" in Part D APPRAISAL is replaced by "replacement cost".

EXCLUSIONS

There is no coverage under this endorsement for:

1. Any **non-owned auto** or temporary substitute auto;
2. Any **covered auto** that was not **new** when purchased;
3. The **covered auto** if more than fifteen (15) months has elapsed since the date of purchase on the bill of sale for the **covered auto** or if the **covered auto** has been driven more than 15,000 miles if it has been less than fifteen (15) months since the date of purchase.

DEFINITIONS

- A. **New** means an auto with less than 150 miles on the odometer on the date of purchase.
- B. **Replacement Cost** means the cost at the time of loss, of a new auto of the same make, model and equipment as the one damaged, destroyed or stolen without depreciation.

Nothing in this endorsement shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.



RecoverCare Essential Services Coverage

I. Part B - Medical Payments Coverage

SUPPLEMENTARY PAYMENTS is added to Part B:

SUPPLEMENTARY PAYMENTS

In addition to our limit of liability shown in the Declarations for Medical Payments, we will reimburse **you** up to a maximum of \$2,500 per accident for reasonable expenses, not to exceed \$500 per month, incurred beginning 8 days after the date of the accident, by an **insured**, in obtaining **essential services** due to the insured's inability to perform **essential services** as a result of a covered accident. This is the most we will pay per accident regardless of the number of:

1. Insureds;
2. Claims made;
3. Vehicles or premiums shown in the Declarations; or
4. Vehicles involved in the accident.

As used in this endorsement, "**essential services**" means those services ordinarily performed by the **insured** that the **insured** would have performed during the period of his/her disability that was caused by the accident for care and maintenance of her/his family or household without payment or income, such as, but not limited to, lawn mowing, snow removal, transportation services, housekeeping and food preparation. **Essential services** do not include expenses:

- a. For services obtained from members of the **insured's** household or a **family member**; and
- b. Incurred after the earliest of the following:
 - i) The date that the **insured** is able to resume essential services;
 - ii) 26 weeks since the date of the accident; or
 - iii) The **insured** dies.

No one will be entitled to receive duplicate payments for the same elements of loss under this Essential Services Coverage and:

1. Part A or Part C of this policy; or
2. Any Underinsured Motorist Coverage provided by this policy.



Enhanced Coverage for Permanently Installed Audio, Visual and Data Receiving and Transmitting Equipment Endorsement

V. Part D - Coverage For Damage To Your Auto

Part D is amended as follows:

A. Exclusions 4. through 6. are replaced by the following:

We will not pay for:

4. Loss to any electronic equipment that reproduces, receives or transmits audio, visual or data signals. This includes but is not limited to:
 - a. Radios and stereos;
 - b. Tape decks;
 - c. Compact disk systems;
 - d. Navigation systems;
 - e. Internet access systems;
 - f. Personal computers;
 - g. Video entertainment systems;
 - h. Telephones;
 - i. Televisions;
 - j. Two-way mobile radios;
 - k. Scanners; or
 - l. Citizens band radios.

This Exclusion (4.) does not apply to electronic equipment that is permanently installed in **your covered auto** or any **non-owned auto**.

5. Loss to tapes, records, disks or other media used with equipment described in Exclusion 4.

6. **Intentionally left blank.** Any reference to Part D Exclusion 6 in this policy should be read as referring to Part D Exclusion 5 above.

B. Paragraph A. of the **Limit of Liability** Provision is replaced by the following:

Our **limit of liability** for loss will be the lesser of the:

1. Actual cash value of the stolen or damaged property; or
2. Amount necessary to repair or replace the property with other property of like kind and quality.

However, the most we will pay for loss to:

1. Any **non-owned auto** which is a trailer is \$500.
2. Electronic equipment that reproduces, receives or transmits audio, visual or data signals, which is permanently installed in the auto in locations not used by the auto manufacturer for installation of such equipment, is \$1,000.

Nothing in this endorsement shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Limited Mexico Coverage

WARNING

AUTO ACCIDENTS IN MEXICO ARE SUBJECT TO THE LAWS OF MEXICO, NOT THE LAWS OF THE UNITED STATES. UNDER MEXICAN LAW, AUTO ACCIDENTS ARE CONSIDERED A CRIMINAL OFFENSE AS WELL AS A CIVIL MATTER.

THE COVERAGE WE PROVIDE YOU BY THIS ENDORSEMENT DOES NOT MEET MEXICAN AUTO INSURANCE REQUIREMENTS.

YOU ARE REQUIRED TO PURCHASE LIABILITY INSURANCE THROUGH A LICENSED MEXICAN INSURANCE COMPANY FOR THIS ENDORSEMENT TO APPLY.

With respect to the coverage provided by this endorsement, the provisions of the policy apply unless modified by this endorsement.

I. DEFINITIONS

The **Definitions** Section is amended as follows:

A. "Your covered auto" means:

1. Any vehicle shown in the Declarations.
2. A newly acquired auto.
3. Any trailer you own.

B. Paragraph 1. of the definition of **newly acquired auto** is replaced with the following:

1. "**Newly acquired auto**" means any of the following types of vehicles you become the owner of during the policy period, and the vehicle is principally garaged and used in the United States:
 - a. A private passenger auto; or
 - b. A pickup or van that:
 - (1) Has a Gross Vehicle Weight of less than 10,000 lbs.; and
 - (2) Is not used for the delivery or transportation of goods and materials unless such use is:
 - (a) Incidental to your **business** of installing, maintaining or repairing furnishings or equipment; or
 - (b) For farming or ranching.

II. COVERAGE

If afforded under this policy all Liability, Medical Payments, Uninsured Motorists, Damage to Your Auto and No-Fault coverage is extended to apply to accidents and losses which occur in Mexico within 25 miles of the United States border. This extension of coverage only applies while an **insured** seeking coverage under this endorsement is in Mexico on a trip of 10 days or less.

Our duty to defend under Liability Coverage will only apply if:

1. The original suit for damages is brought in the United States; and
2. The suit does not involve a Mexican citizen or resident.

III. ADDITIONAL EXCLUSION

A. With respect to any coverage afforded under this endorsement, we do not provide coverage to any **insured**:

1. If liability insurance from a licensed Mexican Insurance Company is not in force at the time of the accident or loss;
2. While **occupying** an auto other than **your covered auto**; and
3. Who is a citizen or resident of Mexico. This Exclusion (A.3.) does not apply to loss payable under **Damage to Your Auto** Coverage if the accident arises out of the operation of **your covered auto** by a Mexican citizen or resident.

B. We will not pay under Damage to Your Auto Coverage for auto repairs made in Mexico unless **your covered auto** cannot be driven in its damaged condition. If it cannot be driven, we will not pay more than the actual cash value of "**your covered auto**" as that value would be determined in the United States, and not in Mexico.

IV. OTHER INSURANCE.

The insurance we provide by this endorsement will be excess over any other collectible insurance.

Nothing in this endorsement shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

No Drop Promise®

Regardless of the number of traffic convictions or accidents **you** or a listed operator may have during the policy period, we will renew this policy or have an affiliated company issue you a replacement policy, provided that this promise does not apply if:

1. any operator of **your covered auto** is convicted of or pleads nolo contendere to operating a vehicle while under the influence of or impaired by any substance, including but not limited to alcohol or drugs; or
2. the driver's license of any operator of **your covered auto** is or has been suspended or revoked at any time for any reason; or
3. within forty-five (45) days of our request concerning any listed operator of **your covered auto**, **you** fail to provide, at your expense, certification by a licensed physician that the listed operator is physically and mentally capable of safely operating an automobile.

The rates, forms and terms of coverage for any renewal or replacement of this policy will be those in use by **us** or by any affiliated company issuing you a replacement policy.

We reserve the right to substitute more current forms and endorsements when they are approved and adopted.

All other provisions of this policy remain unchanged.

A-6086-0 (Ed.11/07)

Coverage For Damage To Your Auto Exclusion Endorsement

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

With respect to the coverage provided by this endorsement, the provisions of the policy apply unless modified by the endorsement.

I. Definitions

The following definition is added:

Diminution in value means the actual or perceived loss in market or resale value which results from a direct and accidental loss.

II. Part D - Coverage For Damage To Your Auto

The following exclusion is added:

We will not pay for:

Loss to **your covered auto** or any **non-owned auto** due to **diminution in value**.

Nothing in this endorsement shall be held to vary, waive, alter, or extend any term, conditions, agreements or declaration of the policy, other than as herein stated.

A-5719-0 (Ed. 1/00) (ISO: PP 13 01 12 99)

Copyright, Insurance Services Office, Inc., 1999



**Specially for You -
RecoverCare Essential Services Coverage
From The Hartford**

The Hartford is dedicated to providing service that goes the extra mile for you, to help you live your life uninterrupted.

If you have an accident, you and your family may find your lives disrupted, especially if you or any passengers have been hurt.

That's why your auto policy from The Hartford includes benefits and services specially designed to help you in your recovery and minimize the disruption.

- As part of Medical Payments Coverage, if you are injured in an accident, your policy includes coverage for some essential household services while you are recovering.
- These are services that you would normally provide as part of caring for your family or maintaining the household - for example housecleaning or lawn mowing.
- Please be sure to read the attached RecoverCare Essential Services Coverage endorsement for covered services, and terms and conditions of your policy.

You can count on The Hartford to be there for you when you need us. We thank you for your business and look forward to serving you now and in the coming years.

Privacy Policy and Practices of The Hartford Financial Services Group, Inc. and its Affiliates

(herein called "we, our, and us")

This Privacy Policy applies to our United States Operations

We value your trust. We are committed to the responsible:

- a) management;
- b) use; and
- c) protection;

of Personal Information.

This notice describes how we collect, disclose, and protect **Personal Information**.

We collect **Personal Information** to:

- a) service your **Transactions** with us; and
- b) support our business functions.

We may obtain **Personal Information** from:

- a) **You**;
- b) your **Transactions** with us; and
- c) third parties such as a consumer-reporting agency.

Based on the type of product or service **You** apply for or get from us, **Personal Information** such as:

- a) your name;
- b) your address;
- c) your income;
- d) your payment; or
- e) your credit history;

may be gathered from sources such as applications, **Transactions**, and consumer reports.

To serve **You** and service our business, we may share certain **Personal Information**. We will share **Personal Information**, only as allowed by law, with affiliates such as:

- a) our insurance companies;
- b) our employee agents;
- c) our brokerage firms; and
- d) our administrators.

As allowed by law, we may share **Personal Financial Information** with our affiliates to:

- a) market our products; or
- b) market our services;

to **You** without providing **You** with an option to prevent these disclosures.

We may also share **Personal Information**, only as allowed by law, with unaffiliated third parties including:

- a) independent agents;
- b) brokerage firms;
- c) insurance companies;
- d) administrators; and
- e) service providers;

who help us serve **You** and service our business.

When allowed by law, we may share certain **Personal Financial Information** with other unaffiliated third parties who assist us by performing services or functions such as:

- a) taking surveys;
- b) marketing our products or services; or
- c) offering financial products or services under a joint agreement between us and one or more financial institutions.

We will not sell or share your **Personal Financial Information** with anyone for purposes unrelated to our business functions without offering **You** the opportunity to:

- a) "opt-out"; or
- b) "opt-in";

as required by law.

We only disclose **Personal Health Information** with:

- a) your proper written authorization; or
- b) as otherwise allowed or required by law.

Our employees have access to **Personal Information** in the course of doing their jobs, such as:

- a) underwriting policies;
- b) paying claims;
- c) developing new products; or
- d) advising customers of our products and services.

We use manual and electronic security procedures to maintain:

- a) the confidentiality; and
- b) the integrity of;

Personal Information that we have. We use these procedures to guard against unauthorized access.

Some techniques we use to protect **Personal Information** include:

- a) secured files;
- b) user authentication;
- c) encryption;
- d) firewall technology; and
- e) the use of detection software.

We are responsible for and must:

- a) identify information to be protected;
- b) provide an adequate level of protection for that data;
- c) grant access to protected data only to those people who must use it in the performance of their job-related duties.

Employees who violate our Privacy Policy will be subject to discipline, which may include ending their employment with us.

At the start of our business relationship, we will give **You** a copy of our current Privacy Policy.

We will also give **You** a copy of our current Privacy Policy once a year if **You** maintain a continuing business relationship with us.

We will continue to follow our Privacy Policy regarding **Personal Information** even when a business relationship no longer exists between us.

As used in this Privacy Notice:

Application means your request for our product or service.

Personal Financial Information means financial information such as:

- a) credit history;
- b) income;
- c) financial benefits; or
- d) policy or claim information.

Personal Health Information means health information such as:

- a) your medical records; or
- b) information about your illness, disability or injury.

Personal Information means information that identifies **You** personally and is not otherwise available to the public. It includes:

- a) **Personal Financial Information**; and
- b) **Personal Health Information**.

Transaction means your business dealings with us, such as:

- a) your **Application**;
- b) your request for us to pay a claim; and
- c) your request for us to take an action on your account.

You means an individual who has given us **Personal Information** in conjunction with:

- a) asking about;
- b) applying for; or
- c) obtaining;

a financial product or service from us if the product or service is used mainly for personal, family, or household purposes.

This Privacy Policy is being provided on behalf of the following affiliates of The Hartford Financial Services Group, Inc.:

American Maturity Life Insurance Company; First State Insurance Company; Hartford Accident and Indemnity Company; Hartford Administrative Services Company; Hartford Casualty Insurance Company; Hartford Equity Sales Company, Inc.; Hartford Fire Insurance Company; Hartford HLS Series Fund II, Inc.; Hartford Insurance Company of Illinois; Hartford Insurance Company of the Midwest; Hartford Insurance Company of the Southeast; Hartford International Life Reassurance Corporation; Hartford Investment Financial Services, LLC; Hartford Investment Management Company; Hartford Life and Accident Insurance Company; Hartford Life and Annuity Insurance Company; Hartford Life Insurance Company; Hartford Life Group Insurance Company; Hartford Lloyd's Insurance Company; Hartford Mezzanine Investors I, LLC; Hartford Securities Distribution Company, Inc.; Hartford Series Fund, Inc.; Hartford Specialty Company; Hartford Specialty Insurance Services of Texas, LLC; Hartford Underwriters Insurance Company; Hartford-Comprehensive Employee Benefit Service Company; HL Investment Advisors, LLC; Hartford Life Private Placement, LLC; M-CAP Insurance Agency, LLC; New England Insurance Company; Nutmeg Insurance Agency, Inc.; Nutmeg Insurance Company; Pacific Insurance Company, Limited; Planco, LLC; Planco Financial Services, LLC; Property and Casualty Insurance Company of Hartford; Sentinel Insurance Company, Ltd.; Specialty Risk Services, LLC; The Hartford Income Shares Fund, Inc.; The Hartford Mutual Funds II, Inc.; The Hartford Mutual Funds, Inc.; Trumbull Insurance Company; Trumbull Services, L.L.C.; Twin City Fire Insurance Company; Woodbury Financial Services, Inc.

If you have any questions, please call us, toll free, at 1-877-896-9320.

NOTICE REGARDING USE OF CONSUMER REPORTS

Dear ROBERTA DIMAS,

Thank you for your interest in The Hartford. We value your business and appreciate the trust you have placed in us. We would like to take this opportunity to provide you with some important information. Like most insurers, we use consumer reports obtained from consumer reporting agencies to help us determine the appropriate insurance premium for your policy. In calculating your premium, we used information from one or more of the consumer reporting agencies listed below. Your premium would have been lower if we had not taken this information into account.

The consumer reporting agencies listed below did not make any decisions concerning your premium and are unable to provide you with specific reasons for those decisions. You have the right to obtain a free copy of your consumer report(s) from each of these consumer reporting agencies and to obtain without charge all information in your file(s) at the consumer reporting agency by making a request to the consumer reporting agency within sixty (60) days of receipt of this notice. You also have the right under the Fair Credit Reporting Act to a free credit report once a year from each of the nationwide consumer reporting agencies by calling 1-877-322-8228, by visiting www.annualcreditreport.com or by writing to the Annual Credit Report Request Service, P.O. Box 105281, Atlanta, GA 30348-5281.

Information was obtained from one or more of the following consumer reporting agencies:

LexisNexis Consumer Center, P.O. Box 105108, Atlanta, GA 30348-5108, or call toll free at 1-800-456-6004. If you wish to access the LexisNexis Website, you can use the following address: <http://www.consumerdisclosure.com>

For credit reports contact Trans Union, LLC, 2 Baldwin Place, P.O. Box 1000, Chester, PA, 19022, or call toll free at 1-800-645-1938. If you wish to access the Trans Union website, you can use the following address: <http://www.transunion.com>

We look at credit history information, along with a number of other factors, to help us measure your insurance risk; this information does not necessarily reflect your credit worthiness. We look at credit history differently from the way a lender would and this information has proven to be an extremely accurate predictor of future insurance losses. Therefore, it is possible to have a favorable credit score, but still not be eligible for our lowest premium.

The following factors from your credit report had the most significant influence on your insurance score:

PRESENCE OF COLLECTION ACCOUNTS

YOU HAD A BALANCE ON YOUR REVOLVING ACCOUNTS

THE LENGTH OF YOUR CREDIT HISTORY DOES NOT SUPPORT A LOWER PREMIUM

YOU OPENED MORE ACCOUNTS THAN IS OPTIMAL

If you find inaccurate or incomplete information in your credit report, please contact the consumer reporting agency at the address provided above. The consumer reporting agency is required to investigate and correct any information that it determines is inaccurate or incomplete. While some errors may have a noticeable impact on our decision regarding your insurance or your premium, others may not. The consumer reporting agency might not alert us to the error correction unless you tell it to do so. You should also notify us once your report has been corrected. If you have corrected errors with one reporting agency it may not fix those errors with other reporting agencies. Therefore you may wish to check your consumer credit report from each of the major national reporting agencies.

The insurance company listed on your policy declarations or with your policy quotation material took this action by not issuing or offering you a policy at a lower premium. That company and Hartford Fire Insurance Company took this action in connection with determining your premium. If you would like more detailed information regarding your insurance premium, write to us at Consumer Affairs, 200 Hopmeadow Street B3W-4, Simsbury, CT06089.

If your credit information has been adversely impacted by an extraordinary life circumstance that has occurred within the last 3 years, you may request in writing that we consider this when using your credit information. These extraordinary life circumstances include:

- a) an acute or chronic medical condition, illness, injury or disease;
- b) divorce;
- c) death of a spouse, child or parent;
- d) involuntary loss of employment for more than three consecutive months;
- e) identity theft; or
- f) total or other loss that makes your home uninhabitable.

If you believe any of these circumstances apply to you and have impacted your credit, please contact us. We may require you to provide reasonable documentation of how this circumstance has affected your credit.



THE HARTFORD
RESCUE 1-800*

Call 1-800-322-7789

Policy # _____



THE HARTFORD
RESCUE 1-800*

Call 1-800-322-7789

Policy # _____



THE HARTFORD
RESCUE 1-800*

Call 1-800-322-7789

Policy # _____



THE HARTFORD
RESCUE 1-800*

Call 1-800-322-7789

Policy # _____

Are there any other RESCUE 1-800 Emergency Cards?

Remember, whether or not you have
towing and labor coverage with us,
use **RESCUE 1-800** whenever you need
emergency roadside assistance.

Please write your policy number on
these Emergency Cards, detach and carry
them in your wallet or purse. Also write
your policy number in the space below
and keep this pamphlet in your glove
compartment. That way — whether
you're locked out of your car, or your
car breaks down — you'll have our phone
number and your policy number handy
to get the help you need.

Policy # _____

When you need help:
Call 1-800-322-7789
any time day or night



THE HARTFORD

You are not obligated to use RESCUE 1-800 to collect under your towing
and labor coverage.
Services are provided through Cross Country Motor Club Inc., Medford, MA
02155, except in Alaska, California, Hawaii, Oregon, Wisconsin and Wyoming,
where services are provided through Cross Country Motor Club of California
Inc., Medford, MA 02155.



THE HARTFORD

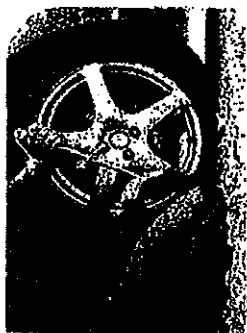


The Hartford's
RESCUE 1-800
Emergency Roadside
Assistance

You now have immediate access
to this important service.

The Hartford's RESCUE 1-800 Emergency Roadside Assistance

On-the-spot help to get you going ... and keep your life uninterrupted.



Here's Good News:

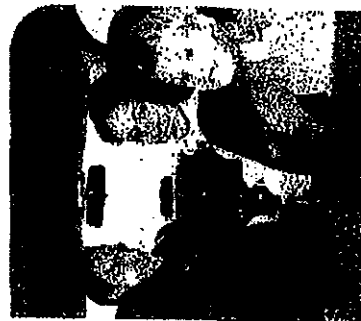
- You are already enrolled.
- There is no membership fee.
- This service is available to all Hartford automobile policyholders — even if you don't have towing and labor coverage.

The Help You Need — Fast!

- Jump-start a dead battery.
- Gasoline to get you going.
- Fix a flat tire.
- Unlock a door.



Get your car or motor home back on the road ... or safely towed to the shop of your choice.



Peace-of-Mind Protection

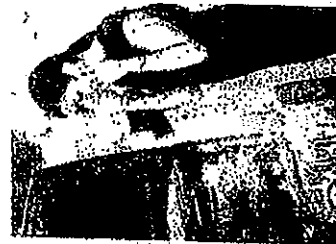


24-Hour fast, expert response anywhere in the U.S. and Canada

The Hartford has access to 40,000 certified towing services countywide — including professional locksmiths.

Here's how RESCUE 1-800 works:

- When you need help:
Call 1-800-322-7789 any time day or night
- If you have towing and labor coverage:
There is no charge for normal emergency service. You pay only for those charges above your towing and labor limits.
- If you don't have towing and labor:
Simply pay for the service provided.



Whether you're stranded thousands of miles from home — or right in your own driveway — you're protected 365 days a year, 24 hours a day. Protect the uninterrupted pursuit of your everyday dreams. RESCUE 1-800 can help.

- Call the RESCUE 1-800 Hotline at 1-800-322-7789.
- Tell the service representative your name, policy number and the nature of your problem.
- Tell the service representative your location and the phone number where you can be reached.
- Once you receive help, you can do one of two things, depending on your coverage:
 - If you have towing and labor coverage, sign the service bill, pay for any amount above your policy limits (if applicable) and drive away.
 - If you don't have towing and labor coverage, pay the service provider for the full amount.

Policy #

How to use RESCUE 1-800

Call the RESCUE 1-800 Hotline at 1-800-322-7789.

- Tell the service representative your name, policy number and the nature of your problem.
- Tell the service representative your location and the phone number where you can be reached.
- Once you receive help, you can do one of two things, depending on your coverage:
 - If you have towing and labor coverage, sign the service bill, pay for any amount above your policy limits (if applicable) and drive away.
 - If you don't have towing and labor coverage, pay the service provider for the full amount.

Policy #

How to use RESCUE 1-800

Call the RESCUE 1-800 Hotline at 1-800-322-7789.

- Tell the service representative your name, policy number and the nature of your problem.
- Tell the service representative your location and the phone number where you can be reached.
- Once you receive help, you can do one of two things, depending on your coverage:
 - If you have towing and labor coverage, sign the service bill, pay for any amount above your policy limits (if applicable) and drive away.
 - If you don't have towing and labor coverage, pay the service provider for the full amount.

Policy #

How to use RESCUE 1-800

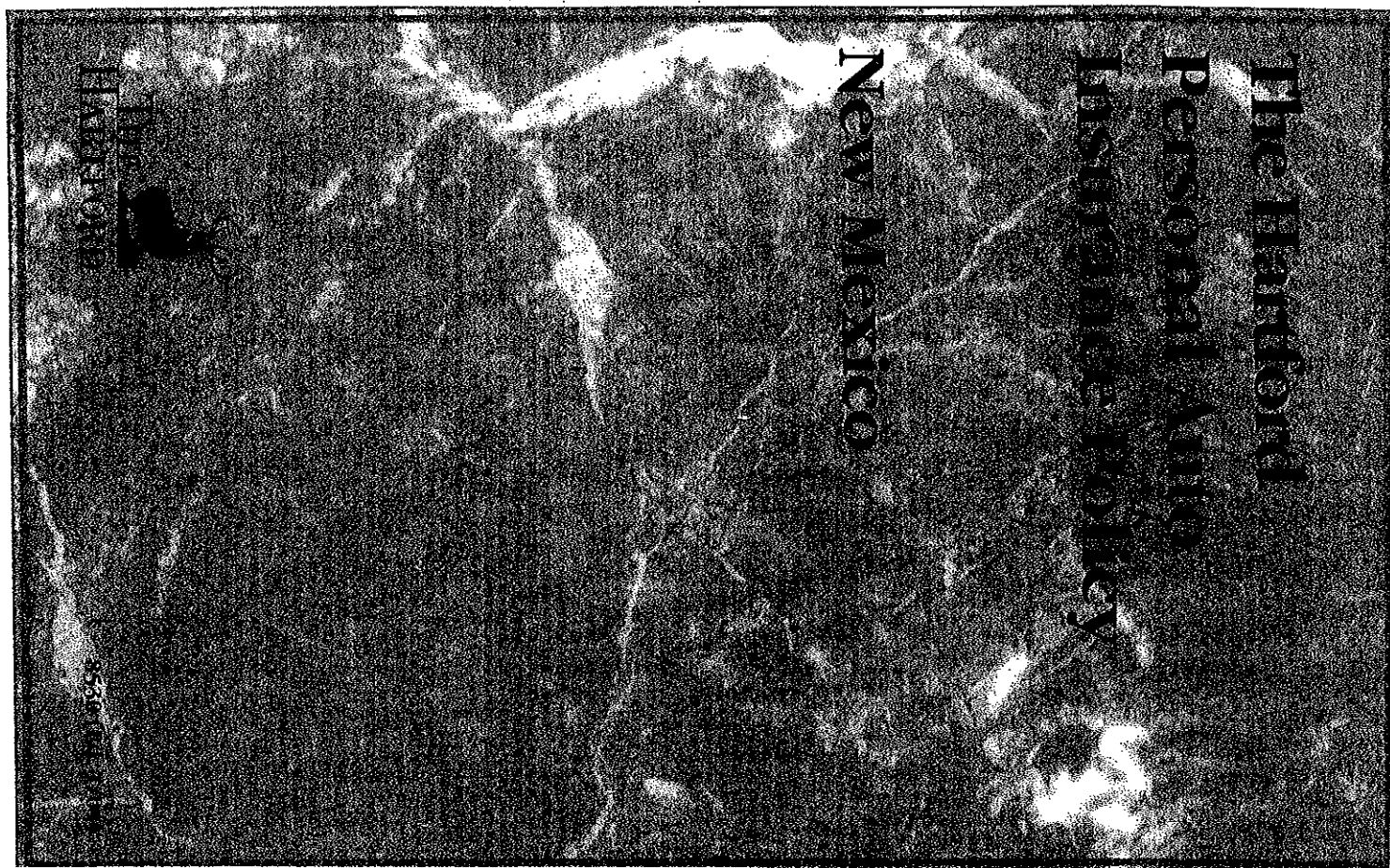
Call the RESCUE 1-800 Hotline at 1-800-322-7789.

- Tell the service representative your name, policy number and the nature of your problem.
- Tell the service representative your location and the phone number where you can be reached.
- Once you receive help, you can do one of two things, depending on your coverage:
 - If you have towing and labor coverage, sign the service bill, pay for any amount above your policy limits (if applicable) and drive away.
 - If you don't have towing and labor coverage, pay the service provider for the full amount.

Policy #

RESCUE 1-800 is available for all cars currently insured under your Hartford auto policy.

Hartford auto policy.



PERSONAL AUTO POLICY COVER SHEET - NEW MEXICO

Your personal auto insurance policy is a legal contract between you and your insurance company.

READ YOUR POLICY CAREFULLY. This cover sheet provides only a brief outline of some of the important features of your policy. This is not the insurance contract and only the actual policy provisions will control. The policy itself sets forth in detail the rights and obligations of both you and your insurance company. **IT IS THEREFORE IMPORTANT THAT YOU READ YOUR POLICY.**

The following is an index of the major provisions of your policy. Page numbers refer to the location of these provisions in the policy. Amendatory endorsements may be attached to your policy to modify these provisions or provide you with additional coverage(s).

INDEX OF MAJOR PROVISIONS OF THE POLICY

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This is not inclusive. There may be other endorsements attached to your policy.
READ YOUR POLICY AND ALL ENDORSEMENTS TO YOUR POLICY CAREFULLY.

PERSONAL AUTO POLICY - NEW MEXICO

AGREEMENT

In return for payment of the premium and subject to all the terms of this policy, we agree with you as follows:

DEFINITIONS

- A. Throughout this policy, you and your refer to:
1. The named insured shown in the Declarations; and
 2. The spouse if a resident of the same household during the policy period or prior to the inception of this policy, the spouse will be considered you and your under this policy but only until the earlier of:
 1. The end of 90 days following the spouse's change of residency;
 2. The effective date of another policy listing the spouse as a named insured; or
 3. The end of the policy period.
- B. We, us and our refer to the Company providing this insurance.
- C. For purposes of this policy, a private passenger type auto, pickup or van shall be deemed to be owned by a person if leased:
1. Under a written agreement to that person; and
 2. For a continuous period of at least 6 months.
- Other words and phrases are defined. They are in **bold face** when used.
- D. "Bodily injury" means bodily harm, sickness or disease, including death that results.
- E. "Business" includes trade, profession or occupation.
- F. "Family member" means a person related to you by blood, marriage or adoption who is a resident of your household. This includes a ward or foster child.
- G. "Occupying" means in, upon, getting in, on, out or off.
- H. "Property damage" means physical injury to, destruction of or loss of use of tangible property.
- I. "Trailer" means a vehicle designed to be pulled by a:
1. Private passenger auto; or
 2. Pickup or van.
- It also means a farm wagon or farm implement while towed by a vehicle listed in 1. or 2. above.
- J. "Your covered auto" means:
1. Any vehicle shown in the Declarations.
 2. A newly acquired auto.
 3. Any trailer you own.
 4. Any auto or trailer you do not own while used as a temporary substitute for any other vehicle described in this definition which is out of normal use because of its:
 2. Breakdown;

K. Newly acquired auto:**1. "Newly acquired auto" means any of the following types of vehicles you become the owner of during the policy period:**

- b. Repair;
 - c. Servicing;
 - d. Loss; or
 - e. Destruction.
- This Provision (J.4.) does not apply to Coverage For Damage To Your Auto.

a. A private passenger auto; or

- b. A pickup or van, for which no other insurance policy provides coverage, that:

- (1) Has a Gross Vehicle Weight of less than 10,000 lbs.; and
- (2) Is not used for the delivery or transportation of goods and materials unless such use is:

- (a) Incidental to your business of installing, maintaining or repairing furnishings or equipment; or
- (b) For farming or ranching.

2. Coverage for a newly acquired auto is provided as described below. If you ask us to insure a newly acquired auto after a specified time period described below has elapsed, any coverage we provide for a newly acquired auto will begin at the time you request the coverage.

a. For any coverage provided in this policy except Coverage For Damage To Your Auto, a newly acquired auto will have the broadest coverage we now provide for any vehicle shown in the Declarations. Coverage begins on the date you become the owner. However, for this coverage to apply to a newly acquired auto which is in addition to any vehicle shown in the Declarations, you must ask us to insure it within 14 days after you become the owner.

If a newly acquired auto replaces a vehicle shown in the Declarations, coverage is provided for this vehicle without your having to ask us to insure it.

- b. Collision Coverage for a newly acquired auto begins on the date you become the owner. However, for this coverage to apply, you must ask us to insure it within:

- (1) 14 days after you become the owner if the Declarations indicate that Collision Coverage applies to at least one auto. In this case, the newly acquired auto will have the broadest coverage we now provide for any auto shown in the Declarations.
- (2) Four days after you become the owner if the Declarations do not indicate that Collision Coverage applies to at least one auto. If you comply with the 4 day requirement and a loss occurred before you asked us to insure the newly acquired auto, a Collision deductible of \$500 will apply.

- c. Other Than Collision Coverage for a newly acquired auto begins on the date you become the owner. However, for this coverage to apply, you must ask us to insure it within:

- (1) 14 days after you become the owner if the Declarations indicate that Other Than Collision Coverage applies to at least one auto. In this case, the newly acquired auto will have the broadest coverage we now provide for any auto shown in the Declarations.
- (2) Four days after you become the owner if the Declarations do not indicate that Other Than Collision Coverage applies to at least one auto. If you comply with the 4 day requirement and a loss occurred before you asked us to insure the newly acquired auto, an Other Than Collision deductible of \$500 will apply.

PART A - LIABILITY COVERAGE**INSURING AGREEMENT**

- A. We will pay damages for bodily injury or property damage for which any insured becomes legally responsible because of an auto accident. Damages include prejudgment interest awarded against the insured. We will settle or defend, as we consider appropriate, any claim or suit asking for these damages. In addition to our limit of liability, we will pay all defense costs we incur. Our duty to settle or defend ends when our limit of liability for this coverage has been exhausted by payment of judgments or settlements. We have no duty to defend any suit or settle any claim for bodily injury or property damage not covered under this policy.
- B. "Insured" as used in this Part means:
 - 1. You or any family member for the ownership, maintenance or use of any auto or trailer.
 - 2. Any person using your covered auto.
 - 3. For your covered auto, any person or organization but only with respect to legal responsibility for acts or omissions of a person for whom coverage is afforded under this Part.
 - 4. For any auto or trailer, other than your covered auto, any other person or organization but only with respect to legal responsibility for acts or omissions of you or any family member for whom coverage is afforded under this Part. This Provision (B.4.) applies only if the person or organization does not own or hire the auto or trailer.

SUPPLEMENTARY PAYMENTS

In addition to our limit of liability, we will pay on behalf of an insured:

- 1. Up to \$250 for the cost of bail bonds required because of an accident, including related traffic law violations. The accident must result in bodily injury or property damage covered under this policy.
- 2. Premiums on appeal bonds and bonds to release attachments in any suit we defend.

3. Interest accruing after a judgment is entered in any suit we defend. Our duty to pay interest ends when we offer to pay that part of the judgment which does not exceed our limit of liability for this coverage.
4. Up to \$200 a day for loss of earnings, but not other income, because of attendance at hearings or trials at our request.
5. Other reasonable expenses incurred at our request.

EXCLUSIONS**A. We do not provide Liability Coverage for any insured:**

1. Who intentionally causes **bodily injury** or **property damage**.
 2. For **property damage** to property owned or being transported by that insured.
 3. For **property damage** to property:
 - a. Rented to;
 - b. Used by; or
 - c. In the care of, that insured.
- This Exclusion (A.3.) does not apply to **property damage** to a:
- a. Residence or private garage; or
 - b. Vehicle you do not own it.
- (1) A licensed automobile dealer provides the vehicle without charge to you or a **family member**:
 - (a) For use as a temporary substitute while your **covered auto** is out of normal use because of its breakdown, repair or servicing;
 - (b) To demonstrate the vehicle; or
 - (c) As a promotional or courtesy vehicle; or
 - (2) A licensed automobile dealer provides the vehicle for a charge, or someone other than a licensed automobile dealer provides the vehicle with or without charge, to you or a **family member**:
 - (a) For use as a temporary substitute while your **covered auto** is out of normal use because of its breakdown, repair or servicing;
 - (b) To demonstrate the vehicle; or
 - (c) As a promotional or courtesy vehicle; and
- The vehicle is provided under a written statement, signed by you or a **family member**, which contains the following language:

PRIMARY LIABILITY ASSIGNMENT

In consideration of the vehicle owner entrusting the motor vehicle elsewhere described to me, I agree that my vehicle insurance or self-insurance coverage shall be primarily responsible for any loss or damage caused by or to the motor vehicle.

4. For **bodily injury** to an employee of that insured during the course of employment. This Exclusion (A.4.) does not apply to **bodily injury** to a domestic employee unless workers' compensation benefits are required or available for that domestic employee.

For that insured's liability arising out of the ownership or operation of a vehicle while it is being used as a public or livery conveyance. This

Exclusion (A.5.) does not apply to a share-the-expense car pool.

6. While employed or otherwise engaged in the business of:

- a. Selling;
- b. Repairing;
- c. Servicing;
- d. Storing; or
- e. Parking;

vehicles designed for use mainly on public highways. This includes road testing and delivery. This Exclusion (A.6.) does not apply to the ownership, maintenance or use of your **covered auto** by:

- a. You;
 - b. Any **family member**; or
 - c. Any partner, agent or employee of you or any **family member**.
- Maintaining or using any vehicle while that insured is employed or otherwise engaged in any business (other than farming or ranching) not described in Exclusion A.6.
- This Exclusion (A.7.) does not apply to the maintenance or use of a:
- a. Private passenger auto;
 - b. Pickup or van; or
 - c. Trailer used with a vehicle described in a. or b. above.

8. Using a vehicle without a reasonable belief that that insured is entitled to do so. This Exclusion (A.8.) does not apply to a **family member** using your **covered auto** which is owned by you.

9. For **bodily injury** or **property damage** for which that insured:

- a. Is an insured under a nuclear energy liability policy; or
- b. Would be an insured under a nuclear energy liability policy but for its termination upon exhaustion of its limit of liability.

A nuclear energy liability policy is a policy issued by any of the following or their successors:

- a. Nuclear Energy Liability Insurance Association;
- b. Mutual Atomic Energy Liability Underwriters; or
- c. Nuclear Insurance Association of Canada.

- B. We do not provide Liability Coverage for the ownership, maintenance or use of:

1. Any vehicle which:

- a. Has fewer than four wheels; or
- b. Is designed mainly for use off public roads.

This Exclusion (B.1.) does not apply:

- a. While such vehicle is being used by an insured in a medical emergency;

- b. To any trailer, or
- c. To any non-owned golf cart.
2. Any vehicle, other than **your covered auto**, which is:
 - a. Owned by you; or
 - b. Furnished or available for your regular use.
3. Any vehicle, other than **your covered auto**, which is:
 - a. Owned by any **family member**; or
 - b. Furnished or available for the regular use of any **family member**. However, this Exclusion (B.3.) does not apply to you while you are maintaining or occupying any vehicle which is:
 - a. Owned by a **family member**; or
 - b. Furnished or available for the regular use of a **family member**.
4. Any vehicle, located inside a facility designed for racing, for the purpose of:
 - a. Competing in; or
 - b. Practicing or preparing for; any prearranged or organized racing or speed contest.

LIMIT OF LIABILITY

- A. The limit of liability shown in the Declarations for each person for Bodily Injury Liability is our maximum limit of liability for all damages, including damages for care, loss of services or death, arising out of **bodily injury** sustained by any one person in any one auto accident. Subject to this limit for each person, the limit of liability shown in the Declarations for each accident for Bodily Injury Liability is our maximum limit of liability for all damages for bodily injury resulting from any one auto accident.
- The limit of liability shown in the Declarations for each accident for Property Damage Liability is our maximum limit of liability for all **property damage** resulting from any one auto accident.

This is the most we will pay regardless of the number of:

1. **Insureds**;
2. Claims made;
3. Vehicles or premiums shown in the Declarations; or
4. Vehicles involved in the auto accident.

- B. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and:
 1. Part B or Part C of this policy; or
 2. Any Underinsured Motorists Coverage provided by this policy.

OUT OF STATE COVERAGE

If an auto accident to which this policy applies occurs in any state or province other than the one in which **your covered auto** is principally garaged, we will interpret your policy for that accident as follows:

- A. If the state or province has:
 1. A financial responsibility or similar law specifying limits of liability for **bodily injury** or **property damage** higher than the limit shown in the Declarations, your policy will provide the higher specified limit.

2. A compulsory insurance or similar law requiring a nonresident to maintain insurance whenever the nonresident uses a vehicle in that state or province, your policy will provide at least the required minimum amounts and types of coverage.

- B. No one will be entitled to duplicate payments for the same elements of loss.

FINANCIAL RESPONSIBILITY

When this policy is certified as future proof of financial responsibility, this policy shall comply with the law to the extent required.

OTHER INSURANCE

If there is other applicable liability insurance, we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits. Any insurance we provide for a vehicle you do not own shall be excess over any other collectible insurance.

However, we will provide primary insurance for a vehicle you do not own if:

1. A licensed automobile dealer provides the vehicle without charge to you or a **family member**:
 - a. For use as a temporary substitute while **your covered auto** is out of normal use because of its breakdown, repair or servicing;
 - b. To demonstrate a vehicle; or
 - c. As a promotional or courtesy vehicle; or
 2. A licensed automobile dealer provides the vehicle for a charge, or someone other than a licensed automobile dealer provides the vehicle with or without charge, to you or a **family member**:
 - a. For use as a temporary substitute while **your covered auto** is out of normal use because of its breakdown, repair or servicing;
 - b. To demonstrate the vehicle; or
 - c. As a promotional or courtesy vehicle; and
- The vehicle is provided under a written statement, signed by you or a **family member**, which contains the following language:

PRIMARY LIABILITY ASSIGNMENT

In consideration of the vehicle owner entrusting the motor vehicle elsewhere described to me, I agree that my vehicle insurance or self-insurance coverage shall be primarily responsible for any loss or damage caused by or to the motor vehicle.

PART B - MEDICAL PAYMENTS COVERAGE

INSURING AGREEMENT

- A. We will pay reasonable expenses incurred for necessary medical and funeral services because of **bodily injury**:
 1. Caused by accident; and
 2. Sustained by an insured.

We will pay only those expenses incurred for services rendered within 3 years from the date of the accident.

- B. **Insured** as used in this Part means:
 1. You or any **family member**:
 - a. While occupying; or

EXCLUSIONS

We do not provide Medical Payments Coverage for any insured for bodily injury:

1. Sustained while occupying any motorized vehicle having fewer than four wheels.
2. Sustained while occupying your covered auto when it is being used as a public or livery conveyance. This Exclusion (2.) does not apply to a share-the-expense car pool.
3. Sustained while occupying any vehicle located for use as a residence or premises.
4. Occurring during the course of employment if workers' compensation benefits are required or available for the bodily injury.
5. Sustained while occupying, or when struck by, any vehicle (other than your covered auto) which is:
 - a. Owned by you; or
 - b. Furnished or available for your regular use.
6. Sustained while occupying, or when struck by, any vehicle (other than your covered auto) which is:
 - a. Owned by any family member; or
 - b. Furnished or available for the regular use of any family member.However, this Exclusion (6.) does not apply to you.
7. Sustained while occupying a vehicle without a reasonable belief that that insured is entitled to do so. This Exclusion (7.) does not apply to a family member using your covered auto which is owned by you.
8. Sustained while occupying a vehicle when it is being used in the business of an insured. This Exclusion (8.) does not apply to bodily injury sustained while occupying a:
 - a. Private passenger auto;
 - b. Pickup or van that you own; or
 - c. Trailer used with a vehicle described in a. or b. above.
9. Caused by or as a consequence of:
 - a. Discharge of a nuclear weapon (even if accidental);
 - b. War (declared or undeclared);
 - c. Civil war;
 - d. Insurrection; or
 - e. Rebellion or revolution.
10. From or as a consequence of the following, whether controlled or uncontrolled or however caused:
 - a. Nuclear reaction;
 - b. Radiation; or
 - c. Radioactive contamination.
11. Sustained while occupying any vehicle located inside a facility designed for racing, for the purpose of:
 - a. Competing in; or

- b. As a pedestrian when struck by;
a motor vehicle designed for use mainly on public roads or a trailer of any type.

LIMIT OF LIABILITY

A. The limit of liability shown in the Declarations for this coverage is our maximum limit of liability for each person injured in any one accident. This is the most we will pay regardless of the number of:

1. Insureds;
 2. Claims made;
 3. Vehicles or premiums shown in the Declarations; or
 4. Vehicles involved in the accident.
- B. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and:

1. Part A or Part C of this policy; or
2. Any Underinsured Motorists Coverage provided by this policy.

OTHER INSURANCE

If there is other applicable auto medical payments insurance we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits. However, any insurance we provide with respect to a vehicle you do not own shall be excess over any other collectible auto insurance providing payments for medical or funeral expenses.

PART C - UNINSURED MOTORISTS COVERAGE

INSURING AGREEMENT

- A. We will pay damages which an insured is legally entitled to recover from the owner or operator of an:
 1. Uninsured motor vehicle or underinsured motor vehicle because of bodily injury:
 - a. Sustained by an insured; and
 - b. Caused by an accident; and
 2. Uninsured motor vehicle because of property damage caused by an accident.The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the uninsured motor vehicle or underinsured motor vehicle. With respect to damages an insured is legally entitled to recover from the owner or operator of an underinsured motor vehicle, we will pay under this coverage only if 1. or 2. below applies:
 1. The limits of liability under any bodily injury liability bonds or policies applicable to the underinsured motor vehicle have been exhausted by payment of judgments or settlements; or
 2. A tentative settlement has been made between an insured and the insurer of the underinsured motor vehicle and we:
 - a. Have been given prompt written notice of such tentative settlement; and

- b. Advance payment to the insured in an amount equal to the tentative settlement within 30 days after receipt of notification. Any judgment for damages arising out of a suit brought without our written consent is not binding on us.
- B. "Insured" as used in this Part C means:
1. You or any family member.
 2. Any other person occupying your covered auto.
 3. Any person for damages that person is entitled to recover because of bodily injury to which this coverage applies sustained by a person described in 1. or 2. above.
- C. "Property damage" as used in this Part C means injury to or destruction of the property of an insured.
- D. "Underinsured motor vehicle" means a land motor vehicle or trailer of any type for which the sum of the limits of liability under all bodily injury liability bonds or policies applicable at the time of the accident is less than the sum of the limits of liability applicable to the insured for Uninsured Motorists Coverage under this policy or any other policy. However, underinsured motor vehicle does not include any vehicle or equipment:
1. Owned by or furnished or available for the regular use of you or any family member. However, this Exception (1.) does not apply for damages sustained by you or any family member if the sum of the limits of liability under all bodily injury liability bonds or policies applicable at the time of the accident is less than the sum of the limits of liability for Uninsured Motorists Coverage under this policy or any other policy.
 2. To which a bodily injury liability bond or policy applies at the time of the accident but the bonding or insuring company:
 - a. Denies coverage; or
 - b. Is or becomes insolvent.
 3. Owned or operated by a self-insurer under any applicable motor vehicle law.
- E. "Uninsured motor vehicle" means a land motor vehicle or trailer of any type:
1. To which no liability bond or policy applies at the time of the accident.
 2. Which is a hit-and-run vehicle whose operator or owner cannot be identified and which hits or which causes an accident resulting in bodily injury or property damage without hitting:
 - a. You or any family member;
 - b. A vehicle which you or any family member are occupying; or
 - c. Your covered auto.
 3. To which a liability bond or policy applies at the time of the accident but the bonding or insuring company:
 - a. Denies coverage; or
 - b. Is or becomes insolvent.
- However, uninsured motor vehicle does not include any vehicle or equipment:
1. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer which is or becomes insolvent; or

2. Owned by or furnished or available for the regular use of you or any family member. However, this Exception (2.) does not apply for damages sustained by you or any family member if liability coverage is excluded for such damages under this policy or any other policy. In addition, neither uninsured motor vehicle nor underinsured motor vehicle includes any vehicle or equipment:
 1. Owned by any governmental unit or agency.
 2. Operated on rails or crawler treads.
 3. Designed mainly for use off public roads while not on public roads.
 4. While located for use as a residence or premises.

EXCLUSIONS

- A. We do not provide Uninsured Motorists Coverage for property damage or bodily injury sustained by any insured:
1. If that insured or the legal representative settles the bodily injury or property damage claim without our consent.
 2. When your covered auto is being used to carry persons or property for a fee. This Exclusion (A.2.) does not apply to a share-the-expense car pool.
 3. Using a vehicle without a reasonable belief that that insured is entitled to do so. This Exclusion (A.3.) does not apply to a family member using your covered auto which is owned by you.
 4. For the first \$250 of the amount of property damage to the property of each insured as the result of any one accident.
- B. This coverage shall not apply directly or indirectly to benefit:
1. Any insurer or self-insurer under any of the following or similar law:
 - a. Workers' compensation law; or
 - b. Disability benefits law.
 2. Any insurer of property.

LIMIT OF LIABILITY

- A. If bodily injury or property damage is sustained in an accident by you or any family member:
1. Our maximum limit of liability for all damages, including damages for care, loss of services or death, arising out of bodily injury sustained by any one person in any such accident is the sum of the limits of liability shown in the Declarations for each person for Bodily Injury Uninsured Motorists Coverage;
 2. Subject to the maximum limit for each person described in 1. above, our maximum limit of liability for all damages arising out of bodily injury resulting from any one accident is the sum of the limits of liability shown in the Declarations for each accident for Bodily Injury Uninsured Motorists Coverage;
 3. Our maximum limit of liability for all property damage resulting from any such accident is the sum of the limits of liability shown in the Declarations for each accident for Property Damage Uninsured Motorists Coverage.

4. Subject to the maximum limits of liability set forth in 1., 2. or 3. above:
 - a. The most we will pay for **bodily injury or property damage** sustained in such accident by an **insured** other than you or any **family member** is that **insured's** pro rata share of the each person or each accident limit of liability shown in the Declarations applicable to the vehicle that **insured** was occupying at the time of the accident, and
 - b. You or any **family member** who sustains **bodily injury or property damage** in such accident will also be entitled to a pro rata share of the each person or each accident limit described in Paragraph 4.a. above.
- A person's pro rata share shall be the proportion that that person's damages bears to the total damages sustained by all **insureds**. The maximum limit of liability is the most we will pay regardless of the number of:
1. **Insureds**;
 2. Claims made;
 3. Vehicles or premiums shown in the Declarations; or
 4. Vehicles involved in the accident.
- B. If **bodily injury or property damage** is sustained by an **insured** other than you or any **family member** in an accident in which neither you nor any **family member** sustained **bodily injury or property damage**:
 1. Our maximum limit of liability for all damages, including damages for care, loss of services or death, arising out of **bodily injury** sustained by any one person in such accident will be the each person limit of liability shown in the Declarations for **Bodily Injury Uninsured Motorists Coverage** applicable to the your covered auto that **insured** was occupying at the time of that accident.
 2. Subject to this limit for each person, our maximum limit of liability for all damages arising out of **bodily injury** sustained in such accident is the each accident limit of liability shown in the Declarations for **Bodily Injury Uninsured Motorists Coverage** applicable to the your covered auto that **insured** was occupying at the time of the accident.
 3. Our maximum limit of liability for all **property damage** resulting from such accident is the each accident limit of liability shown in the Declarations for **Property Damage Uninsured Motorists Coverage** applicable to the your covered auto that **insured** was occupying at the time of the accident.
- The maximum limit of liability is the most we will pay regardless of the number of:
1. **Insureds**;
 2. Claims made;
 3. Vehicles or premiums shown in the Declarations; or
 4. Vehicles involved in the accident.
- C. With respect to damages caused by an accident with an **underinsured motor vehicle**, the limit of liability shall be reduced by all sums paid because of **bodily injury** by or on behalf of persons or organizations who may be legally responsible. This includes all sums paid under Part A of the policy.

- D. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and Part A or Part B of this policy.
- E. We will not make a duplicate payment under this coverage for any element of loss for which payment has been made by or on behalf of persons or organizations who may be legally responsible.
- F. No payment will be made for loss paid or payable to the **insured** under Part D of the policy.

OTHER INSURANCE

If there is other applicable insurance similar to the insurance provided by this Part C, we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits. However, any insurance we provide with respect to a vehicle you do not own shall be excess over any other collectible insurance similar to the insurance provided by this Part C.

With respect to **property damage**, this insurance shall apply only after the limits of any other collectible insurance applicable to the damaged property have been exhausted.

ARBITRATION

- A. If we and an **insured** do not agree:
 1. Whether that **insured** is legally entitled to recover damages; or
 2. As to the amount of damages which are recoverable by that **insured**;
- from the owner or operator of an **uninsured motor vehicle** or **underinsured motor vehicle**, then the matter may be arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated.

Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction.

- B. Each party will:
 1. Pay the expenses it incurs; and
 2. Bear the expenses of the third arbitrator equally; unless the arbitration costs are awarded to the prevailing party by the arbitrators.
- C. Unless both parties agree otherwise, arbitration will take place in the county in which the **insured** lives. Local rules of law as to procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding as to:
 1. Whether the **insured** is legally entitled to recover damages; and
 2. The amount of damages.

ADDITIONAL DUTY

A person seeking **Uninsured Motorists Coverage** under the definition of **underinsured motor vehicle** must also promptly notify us in writing of a tentative settlement between the **insured** and the insurer of the **underinsured motor vehicle** and allow us 30 days to advance payment to that **insured** in an amount equal to the tentative settlement to preserve our rights against the insurer, owner or operator of such **underinsured motor vehicle**.

- d. Road damage to tires.
This Exclusion (2.) does not apply if the damage results from the total theft of your covered auto or any non-owned auto.
3. Loss due to or as a consequence of:
 - a. Radioactive contamination;
 - b. Discharge of any nuclear weapon (even if accidental);
 - c. War (declared or undeclared);
 - d. Civil war;
 - e. Insurrection; or
 - f. Rebellion or revolution.
4. Loss to any electronic equipment designed for the reproduction of sound and any accessories used with such equipment. This includes but is not limited to:
 - a. Radios and stereos;
 - b. Tape decks; or
 - c. Compact disc players.
 This Exclusion (4.) does not apply to equipment designed solely for the reproduction of sound and accessories used with such equipment, provided:
 - a. The equipment is permanently installed in your covered auto or any non-owned auto; or
 - b. The equipment is:
 - (1) Removable from a housing unit which is permanently installed in the auto;
 - (2) Designed to be solely operated by use of the power from the auto's electrical system; and
 - (3) In or upon your covered auto or any non-owned auto at the time of loss.
5. Loss to any electronic equipment that receives or transmits audio, visual or data signals and any accessories used with such equipment. This includes but is not limited to:
 - a. Citizens band radios;
 - b. Telephones;
 - c. Two-way mobile radios;
 - d. Scanning monitor receivers;
 - e. Television monitor receivers;
 - f. Video cassette recorders;
 - g. Audio cassette recorders; or
 - h. Personal computers.
 This Exclusion (5.) does not apply to:
 - a. Any electronic equipment that is necessary for the normal operation of the auto or the monitoring of the auto's operating systems; or
 - b. A permanently installed telephone designed to be operated by use of the power from the auto's electrical system and any accessories used with the telephone.
6. Loss to tapes, records, discs or other media used with equipment described in Exclusions 4. and 5.
7. A total loss to your covered auto or any non-owned auto due to destruction or confiscation by governmental or civil authorities.
This Exclusion (7.) does not apply to the interests of Loss Payees in your covered auto.
8. Loss to:
 - a. A trailer, camper body, or motor home, which is not shown in the Declarations; or
 - b. Facilities or equipment used with such trailer, camper body or motor home. Facilities or equipment include but are not limited to:
 - (1) Cooking, dining, plumbing or refrigeration facilities;
 - (2) Awnings or cabanas; or
 - (3) Any other facilities or equipment used with a trailer, camper body, or motor home.
 This Exclusion (8.) does not apply to a:
 - a. Trailer, and its facilities or equipment, which you do not own; or
 - b. Trailer, camper body, or the facilities or equipment in or attached to the trailer or camper body, which you:
 - (1) Acquire during the policy period; and
 - (2) Ask us to insure within 14 days after you become the owner.
9. Loss to any non-owned auto when used by you or any family member without a reasonable belief that you or that family member are entitled to do so.
10. Loss to equipment designed or used for the detection or location of radar or laser.
11. Loss to any custom furnishings or equipment in or upon any pickup or van. Custom furnishings or equipment include but are not limited to:
 - a. Special carpeting or insulation;
 - b. Furniture or bars;
 - c. Height-extending roofs; or
 - d. Custom murals, paintings or other decals or graphics.
 This Exclusion (11.) does not apply to a cap, cover or bedliner in or upon any your covered auto which is a pickup.
12. Loss to any non-owned auto being maintained or used by any person while employed or otherwise engaged in the business of:
 - a. Selling;
 - b. Repairing;
 - c. Servicing;
 - d. Storing; or
 - e. Parking;
 vehicles designed for use on public highways. This includes road testing and delivery.
13. Loss to your covered auto or any non-owned auto, located inside a facility designed for racing, for the purpose of:
 - a. Competing in; or
 - b. Practicing or preparing for;
 any prearranged or organized racing or speed contest.
14. Loss to, or loss of use of, a non-owned auto rented by:
 - a. You; or

PART D - COVERAGE FOR DAMAGE TO YOUR AUTO**INSURING AGREEMENT**

A. We will pay for direct and accidental loss to your covered auto or any non-owned auto, including their equipment, minus any applicable deductible shown in the Declarations. If loss to more than one your covered auto or non-owned auto results from the same collision, only the highest applicable deductible will apply. We will pay for loss to your covered auto caused by:

1. Other than collision only if the Declarations indicate that Other Than Collision Coverage is provided for that auto.
2. Collision only if the Declarations indicate that Collision Coverage is provided for that auto.

If there is a loss to a non-owned auto, we will provide the broadest coverage applicable to any your covered auto shown in the Declarations.

B. "Collision" means the upset of your covered auto or a non-owned auto or their impact with another vehicle or object.

Loss caused by the following is considered other than collision:

1. Missiles or falling objects;
2. Fire;
3. Theft or larceny;
4. Explosion or earthquake;
5. Windstorm;
6. Hail, water or flood;
7. Malicious mischief or vandalism;
8. Riot or civil commotion;
9. Contact with bird or animal; or
10. Breakage of glass.

if breakage of glass is caused by a collision, you may elect to have it considered a loss caused by collision.

C. "Non-owned auto" means:

1. Any private passenger auto, pickup, van or trailer not owned by or furnished or available for the regular use of you or any family member while in the custody of or being operated by you or any family member;
2. Any auto or trailer you do not own while used as a temporary substitute for your covered auto which is out of normal use because of its:
 - a. Breakdown;
 - b. Repair;
 - c. Servicing;
 - d. Loss; or
 - e. Destruction.

However, non-owned auto does not include any vehicle you do not own if:

1. A licensed automobile dealer provides the vehicle without charge to you or a family member;

- a. For use as a temporary substitute while your covered auto is out of normal use because of its breakdown, repair or servicing;
- b. To demonstrate the vehicle; or
- c. As a promotional or courtesy vehicle; or
2. A licensed automobile dealer provides the vehicle for a charge, or someone other than a licensed automobile dealer provides the vehicle with or without charge, to you or a family member:
 - a. For use as a temporary substitute while your covered auto is out of normal use because of its breakdown, repair or servicing;
 - b. To demonstrate the vehicle; or

i. As a promotional or courtesy vehicle; and
 The vehicle is provided under a written statement, signed by you or a family member, which contains the following language:

PRIMARY LIABILITY ASSIGNMENT

In consideration of the vehicle owner entrusting the motor vehicle elsewhere described to me, I agree that my vehicle insurance or self-insurance coverage shall be primarily responsible for any loss or damage caused by or to the motor vehicle.

TRANSPORTATION EXPENSES

A. In addition, we will pay, without application of a deductible, up to a maximum of \$600 for:

1. Temporary transportation expenses not exceeding \$20 per day incurred by you in the event of a loss to your covered auto. We will pay for such expenses if the loss is caused by:
 - a. Other than collision only if the Declarations indicate that Other Than Collision Coverage is provided for that auto.
 - b. Collision only if the Declarations indicate that Collision Coverage is provided for that auto.
2. Expenses for which you become legally responsible in the event of loss to a non-owned auto. We will pay for such expenses if the loss is caused by:
 - a. Other than collision only if the Declarations indicate that Other Than Collision Coverage is provided for any your covered auto.
 - b. Collision only if the Declarations indicate that Collision Coverage is provided for any your covered auto.

However, the most we will pay for any expenses for loss of use is \$20 per day.

B. If the loss is caused by:

1. A total theft of your covered auto or a non-owned auto, we will pay only expenses incurred during the period:
 - a. Beginning 48 hours after the theft; and
 - b. Ending when your covered auto or the non-owned auto is returned to use or we pay for its loss.
2. Other than theft of a your covered auto or a non-owned auto, we will pay only expenses beginning when the auto is withdrawn from use for more than 24 hours.

C. Our payment will be limited to that period of time reasonably required to repair or replace the your covered auto or the non-owned auto.

EXCLUSIONS

We will not pay for:

1. Loss to your covered auto or any non-owned auto which occurs while it is being used as a public or livery conveyance. This Exclusion (1.) does not apply to a share-the-expense car pool.
2. Damage due and confined to:
 - a. Wear and tear;
 - b. Freezing;
 - c. Mechanical or electrical breakdown or failure; or

b. Any family member, if a rental vehicle company is precluded from recovering such loss or loss of use, from you or that family member, pursuant to the provisions of any applicable rental agreement or state law.

LIMIT OF LIABILITY

A. Our limit of liability for loss will be the lesser of the:

1. Actual cash value of the stolen or damaged property; or
2. Amount necessary to repair or replace the property with other property of like kind and quality.

However, the most we will pay for loss to:

1. Any non-owned auto which is a trailer is \$500.
2. Equipment designed solely for the reproduction of sound, including any accessories used with such equipment, which is installed in locations not used by the auto manufacturer for installation of such equipment or accessories, is \$1,000.

B. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total loss.

C. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

PAYMENT OF LOSS

We may pay for loss in money or repair or replace the damaged or stolen property. We may, at our expense, return any stolen property to:

1. You; or
2. The address shown in this policy.

If we return stolen property we will pay for any damage resulting from the theft. We may keep all or part of the property at an agreed or appraised value.

If we pay for loss in money, our payment will include the applicable sales tax for the damaged or stolen property.

LOSS PAYABLE CLAUSE

Loss or damage under this policy shall be paid, as interest may appear, to you and the loss payee shown in the Declarations. This insurance with respect to the interest of the loss payee, shall not become invalid because of your fraudulent acts or omissions unless the loss results from your conversion, secretion or embezzlement of your covered auto. However, we reserve the right to cancel the policy as permitted by policy terms and the cancellation shall terminate this agreement as to the loss payee's interest. We will give the same advance notice of cancellation to the loss payee as we give to the named insured shown in the Declarations.

When we pay the loss payee we shall, to the extent of payment, be subrogated to the loss payee's rights of recovery.

TOWING AND LABOR COSTS COVERAGE

We will pay towing and labor costs incurred each time your covered auto or any non-owned auto is disabled, up to the amount shown in the Declarations as applicable to that vehicle. If a non-owned auto is disabled, we will provide the broadest towing and labor costs coverage applicable to any your covered auto shown in the Declarations. We will only pay for labor performed at the place of disablement.

NO BENEFIT TO BAILEE

This insurance shall not directly or indirectly benefit any carrier or other bailee for hire.

OTHER SOURCES OF RECOVERY

If other sources of recovery also cover the loss, we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits. However, any insurance we provide with respect to a non-owned auto shall be excess over any other collectible source of recovery including, but not limited to:

1. Any coverage provided by the owner of the non-owned auto;
2. Any other applicable physical damage insurance;
3. Any other source of recovery applicable to the loss.

APPRAISAL

A. If we and you do not agree on the amount of loss, either may demand an appraisal of the loss. In this event, each party will select a competent appraiser. The two appraisers will select an umpire. The appraisers will state separately the actual cash value and the amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

1. Pay its chosen appraiser, and
 2. Bear the expenses of the appraisal and umpire equally.
- B. We do not waive any of our rights under this policy by agreeing to an appraisal.

PART E - DUTIES AFTER AN ACCIDENT OR LOSS

We have no duty to provide coverage under this policy unless there has been full compliance with the following duties:

- A. We must be notified promptly of how, when and where the accident or loss happened. Notice should also include the names and addresses of any injured persons and of any witnesses.
- B. A person seeking any coverage must:
 1. Cooperate with us in the investigation, settlement or defense of any claim or suit.
 2. Promptly send us copies of any notices or legal papers received in connection with the accident or loss.
 3. Submit, as often as we reasonably require:
 - a. To physical exams by physicians we select. We will pay for these exams.
 - b. To examination under oath and subscribe the same.
 4. Authorize us to obtain:
 - a. Medical reports; and
 - b. Other pertinent records.
 5. Submit a proof of loss when required by us.
- C. A person seeking Uninsured Motorists Coverage must also:
 1. Promptly notify the police if a hit-and-run driver is involved.
 2. Promptly send us copies of the legal papers if a suit is brought.

- D. A person seeking Coverage For Damage To Your Auto must also:
1. Take reasonable steps after loss to protect your covered auto or any non-owned auto and their equipment from further loss. We will pay reasonable expenses incurred to do this.
 2. Promptly notify the police if your covered auto or any non-owned auto is stolen.
 3. Permit us to inspect and appraise the damaged property before its repair or disposal.

PART F - GENERAL PROVISIONS

BANKRUPTCY

Bankruptcy or insolvency of the insured shall not relieve us of any obligations under this policy.

CHANGES

- A. This policy contains all the agreements between you and us. Its terms may not be changed or waived except by endorsement issued by us.
- B. If there is a change to the information used to develop the policy premium, we may adjust your premium. Changes during the policy term that may result in a premium increase or decrease include, but are not limited to, changes in:
1. The number, type or use classification of insured vehicles;
 2. Operators using insured vehicles;
 3. The place of principal garaging of insured vehicles;
 4. Coverage, deductible or limits.
- If a change resulting from A. or B. requires a premium adjustment, we will make the premium adjustment in accordance with our manual rules.
- C. If we make a change which broadens coverage under this edition of your policy without additional premium charge, that change will automatically apply to your policy as of the date we implement the change in your state. This Paragraph (C.) does not apply to changes implemented with a general program revision that includes both broadenings and restrictions in coverage, whether that general program revision is implemented through introduction of:
1. A subsequent edition of your policy; or
 2. An Amendatory Endorsement.

FRAUD

We do not provide coverage for any insured who has made fraudulent statements or engaged in fraudulent conduct in connection with any accident or loss for which coverage is sought under this policy.

LEGAL ACTION AGAINST US

- A. No legal action may be brought against us until there has been full compliance with all the terms of this policy. In addition, under Part A, no legal action may be brought against us until:
1. We agree in writing that the insured has an obligation to pay; or
 2. The amount of that obligation has been finally determined by judgment after trial.
- B. No person or organization has any right under this policy to bring us into any action to determine the liability of an insured.

OUR RIGHT TO RECOVER PAYMENT

- A. If we make a payment under this policy and the person to or for whom payment was made has a right to recover damages from another we shall be subrogated to that right. That person shall do:
1. Whatever is necessary to enable us to exercise our rights; and
 2. Nothing after loss to prejudice them.
- However, our rights in this Paragraph (A.) do not apply under Part D, against any person using your covered auto with a reasonable belief that that person is entitled to do so.
- B. If we make a payment under this policy and the person to or for whom payment is made recovers damages from another, that person shall:
1. Hold in trust for us the proceeds of the recovery; and
 2. Reimburse us to the extent of our payment.
- C. Our rights do not apply under Paragraph A. with respect to coverage under the definition of underinsured motor vehicle for Uninsured Motorists Coverage if we:
1. Have been given prompt written notice of a tentative settlement between an insured and the insurer of an underinsured motor vehicle; and
 2. Fail to advance payment to the insured in an amount equal to the tentative settlement within 30 days after receipt of notification.
- If we advance payment to the insured in an amount equal to the tentative settlement within 30 days after receipt of notification:
1. That payment will be separate from any amount the insured is entitled to recover under the provisions of Uninsured Motorists Coverage; and
 2. We also have a right to recover the advanced payment.

POLICY PERIOD AND TERRITORY

- A. This policy applies only to accidents and losses which occur:
1. During the policy period as shown in the Declarations; and
 2. Within the policy territory.
- B. The policy territory is:
1. The United States of America, its territories or possessions;
 2. Puerto Rico; or
 3. Canada.

This policy also applies to loss to, or accidents involving, your covered auto while being transported between their ports.

PREMIUM

The premium stated in the Declarations is the initial premium for this policy. On each renewal, continuation or anniversary of the effective date of this policy the premium shall be computed by us in accordance with our manuals then in use.

TERMINATION

- A. Cancellation
- This policy may be cancelled during the policy period as follows:
1. The named insured shown in the Declarations may cancel by:
 - a. Returning this policy to us; or
 - b. Giving us advance written notice of the date cancellation is to take effect.

2. We may cancel by mailing to the named insured shown in the Declarations at the address shown in this policy:
 - a. At least 10 days notice:
 - (1) If cancellation is for nonpayment of premium; or
 - (2) If notice is mailed during the first 60 days this policy is in effect and this is not a renewal or continuation policy; or
 - b. At least 20 days notice in all other cases.
3. After this policy is in effect for 60 days, or if this is a renewal or continuation policy, we will cancel only:
 - a. For nonpayment of premium; or
 - b. If your driver's license or that of:
 - (1) Any driver who lives with you; or
 - (2) Any driver who customarily uses your covered auto; has been suspended or revoked. This must have occurred:
 - (1) During the policy period; or
 - (2) Since the last anniversary of the original effective date if the policy period is other than 1 year; or
 - c. If the policy was obtained through material misrepresentation.
- B. Nonrenewal**
If we decide not to renew or continue this policy, we will mail notice to the named insured shown in the Declarations at the address shown in this policy. Notice will be mailed at least 30 days before the end of the policy period. Subject to this notice requirement, if the policy period is:
 1. Less than 6 months, we will have the right not to renew or continue this policy every 6 months, beginning 6 months after its original effective date.
 2. 6 months or longer, but less than one year, we will have the right not to renew or continue this policy at the end of the policy period.
- C. Automatic Termination**
If we offer to renew or continue and you or your representative do not accept, this policy will automatically terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that you have not accepted our offer. If you obtain other insurance on your covered auto, any similar insurance provided by this policy will terminate as to that auto on the effective date of the other insurance.
- D. Other Termination Provisions**
 1. We may deliver any notice instead of mailing it. Proof of mailing of any notice shall be sufficient proof of notice.
 2. If this policy is cancelled, you may be entitled to a premium refund. If so, we will send you the refund. The premium refund, if any, will be computed according to our manuals. However, making or offering to make the refund is not a condition of cancellation.
 3. The effective date of cancellation stated in the notice shall become the end of the policy period.

TRANSFER OF YOUR INTEREST IN THIS POLICY


- A. Your rights and duties under this policy may not be assigned without our written consent. However, if a named insured shown in the Declarations dies, coverage will be provided for:
 1. The surviving spouse if resident in the same household at the time of death. Coverage applies to the spouse as if a named insured shown in the Declarations; and
 2. The legal representative of the deceased person as if a named insured shown in the Declarations. This applies only with respect to the representative's legal responsibility to maintain or use your covered auto.
- B. Coverage will only be provided until the end of the policy period.

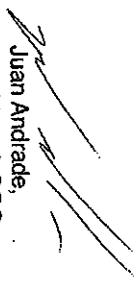
TWO OR MORE AUTO POLICIES

If this policy and any other auto insurance policy issued to you by us apply to the same accident, the maximum limit of our liability under all the policies shall not exceed the highest applicable limit of liability under any one policy.

1. This provision does not apply to Uninsured Motorists Coverage.
2. No one will be entitled to receive duplicate payments for the same elements of loss under Uninsured Motorists Coverage.

The Company has caused this policy to be signed by its President and Secretary, but it shall not be binding unless countersigned on the Declarations Page by a duly authorized agent of the company.


Donald C. Hunt,
Secretary


Juan Andrade,
President & COO

(ISO: PP00010698; PP01961101; PP03030486; PP03050886; PP04610204)

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